

## REMARKS

In the Office Action dated August 2, 2004, the Examiner made final his rejection of claims 1-19 under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,029,141 ("*Bezos*"). The Examiner stated the reason for making the rejection final was because Applicant's arguments, in the Reply to Office Action dated May 10, 2004, amounted to a general allegation that the claims define a patentable invention without distinctly pointing out errors in the Examiner's action, as required by 37 C.F.R. § 1.111(b).

Applicant respectfully challenges the allegation that Applicant's arguments in the Reply, failed to comply with 37 C.F.R. § 1.111(b). 37 C.F.R. § 1.111(b) requires that an Applicant (1) point out how the language of the claims patentably distinguishes them from the cited references, and (2) point out the supposed error in an Examiner's rejection. As demonstrated below, Applicant's arguments in the Reply, have met both of these requirements.

Particularly, on pages 1 and 2 of the Reply dated May 10, 2004, Applicant specifically pointed out that at least the last two elements of claim 1 patentably distinguish claim 1 over the cited reference *Bezos*. The last two elements of claim 1 recite:

providing software instructions on each said webmaster server for collecting an e-mail address for said subscriber device and storing said e-mail address on said database by having an operator of said subscriber device input said e-mail address and make a selection to opt-in for delivery of information and/or content to said e-mail address; and

providing software instructions on said ad server to facilitate delivery of said information and/or content to said subscriber device, wherein said information and/or content includes an ad.

Further, on page 2 of the Reply dated May 10, 2004, Applicant specifically pointed out that, contrary to what the Examiner erroneously alleged in his rejection for claim 1, *Bezos* does not teach at least the last two elements of claim 1. For example, Applicant specifically stated:

In contrast, *Bezos* merely discloses automated registration software that runs on a merchant web site 106 to allow entities to register as associates (Abstract and FIG. 2). The registration process includes receiving an e-mail address for each associate (10:11-15). Merchant web site 106 uses the e-mail address to provide the associate with information about setting up the associate's web site 200, including instructions on how to create HTML documents with referral links (10:41-45 and "Event F" in FIG. 2). Following registration, the associate sets up web site 200 to distribute hypertextual catalog documents that include marketing information about selected products from merchant web site 106 (Abstract).

Hence, Applicant demonstrated that *Bezos* does not teach at least a webmaster server with software instructions for collecting and storing an e-mail address inputted by an operator of a subscriber device and allowing the operator to opt-in for delivery of information and/or content to the e-mail address, where the information and/or content includes an ad. Applicant also demonstrated that, in contrast and contrary to the Examiner's erroneous rejection, *Bezos* merely teaches allowing someone to register as an associate of a merchant web site 106, receive information by e-mail regarding how to set up the associate's web site 200, and set up the associate's web site 200 to distribute hypertextual catalog documents.

Regarding claim 13, Applicant specifically pointed out, on page 3 of the Reply dated May 10, 2004, that at least the first two elements of claim 13 patentably distinguish claim 13 over the cited reference *Bezos*. The first two elements of claim 13 recite:

providing means for said consumer to opt-in to subscribe to receive ad-containing information and/or content at their e-mail address from said e-mail marketing program; and

providing software to said consumer to allow said consumer to refer other consumers to said e-mail marketing programs as referrals.

Applicant also specifically pointed out, on page 3 of the Reply dated May 10, 2004, that in contrast to the Examiner's erroneous rejection of claim 13, *Bezos* merely teaches allowing someone to register as an associate of a merchant web site 106, receive information by e-mail regarding how to set up the associate's web site 200, and set up the associate's web site 200 to distribute hypertextual catalog documents, as discussed above.

Finally, Applicant stated, on pages 2 and 3 of the Reply dated May 10, 2004, that the rejection of independent claims 1 and 13 under 35 U.S.C. § 102(e) as anticipated by *Bezos* should be withdrawn in view of Applicant's arguments. Applicant stated that: (1) the rejection of claims 2-6 and 14-16 under 35 U.S.C. § 102(e) should be withdrawn at least by virtue of their respective dependence upon allowable claims 1 and 13; (2) the rejection of claims 7-12 under 35 U.S.C. § 102(e) should be withdrawn because claims 7-12, while of different scope, contain recitations similar to those of claims 1-6; and (3) the rejection of claims 17-19 under 35 U.S.C. § 102(e) should be withdrawn for similar reasons discussed for claims 13-16.

Accordingly, Applicant's Reply of May 10, 2004 fully complied with 37 C.F.R. § 1.111(b), and the finality of the Office Action dated August 2, 2004 should be withdrawn.

**CONCLUSION**

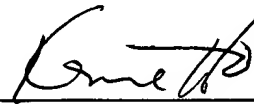
In view of the foregoing, Applicant requests reconsideration and reexamination of this application and the timely allowance of pending claims 1-19.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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Dated: October 29, 2004

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